

**AUTHORIZATION AND CONSENT TO THE SALE OF LOANS
(LENDER-SERVICED LOANS)**

THIS AUTHORIZATION AND CONSENT TO THE SALE OF LOANS (this "Agreement") is made this _____ day of _____, _____ by and between _____ (the "Lender") and the U.S. Small Business Administration (the "SBA").

RECITALS

A. The Lender originated and/or is the holder of an interest in each of the loans (the "Loans") identified on Attachment 1 to this Agreement, each of which Loans previously was guaranteed by the SBA pursuant to a Loan Guaranty Agreement (Deferred Participation) SBA Form 750 executed by the SBA and the Lender (a "Guaranty Agreement").

B. As a result of a default, the SBA paid the guaranty provided pursuant to the Guaranty Agreement and acquired a beneficial right, title and interest in and to the Loans.

C. The Lender retains legal title to the Loans and a beneficial interest in and to the Loans.

D. The SBA wishes to include the Loans in one of the SBA's upcoming loan sale program sales (a "Sale"), which Sale will involve the transfer of all legal and beneficial right, title and interest in and to the Loans, including (but not limited to) the right to service the Loans.

E. Pursuant to the Guaranty Agreement, the SBA is required to receive the Lender's authorization and consent to the sale of the Loans.

F. To facilitate the marketing and sale of the Loans, the Lender hereby agrees to transfer its legal and beneficial interests in the Loans to the SBA pursuant to the terms and conditions set forth in this Agreement so the SBA will have full legal and beneficial right, title and interest in and to the Loans at the time the transactions that constitute a Sale are consummated.

TERMS

In consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lender hereby expressly authorizes and consents to the sale of the Loans as part of a Sale and, in connection therewith, authorizes the SBA to undertake such actions as the SBA, in its sole discretion, may deem appropriate to market and sell the Loans, including, but not limited to, the disclosure of any and all information in the SBA's possession regarding the Loans.

2. To facilitate the marketing and sale of the Loans, the Lender hereby agrees to assign, transfer, set over and convey to the SBA, prior to the time the transactions that constitute a Sale are consummated, all of the Lender's legal and beneficial right, title and interest in and to the Loans. To facilitate the foregoing, the Lender hereby appoints the SBA's Assistant Administrator for Portfolio Management as its true and lawful attorney-in-fact to act in the name, place and stead of the Lender for the limited purposes set forth in this Agreement. The attorney-in-fact is hereby authorized and

empowered, among other necessary and appropriate actions, to execute, acknowledge, seal and deliver, on behalf of the Lender, assignments of the Lender's legal and beneficial interest with respect to all of the Loans to the SBA and to endorse without recourse any promissory note to the SBA on behalf of the Lender.

3. To further facilitate the marketing and sale of the Loans, the Lender authorizes the SBA and hereby appoints the SBA as its authorized agent to execute any and all additional documents the SBA determines to be necessary or appropriate to transfer the Lender's legal and beneficial right, title and interest in and to the Loans to the SBA as well as to effectuate the sale and transfer of the Loans.

4. To facilitate the marketing and sale of the Loans, the SBA, whether acting directly or through its Assistant Administrator for Portfolio Management, will have the right to delegate or grant to any agent, delegee or further attorney-in-fact any authority or power granted by the Lender pursuant to this Agreement. The Lender acknowledges such right of the SBA and its Assistant Administrator for Portfolio Management and any action that the SBA or its Assistant Administrator for Portfolio Management might take in reliance on such right.

5. Lender hereby agrees to cooperate in facilitating the sale of the Loans including promptly delivering documents and information pertaining to the Loans upon request by the SBA.

6. Within ten (10) days of the date on which the Lender executes this Agreement, the Lender will deliver to the SBA all loan files relating to the Loans. The loan files are to include for each Loan a Transcript of Account, from the date of purchase by SBA to the present time, evidencing the entire unpaid principal balance of the Loan, in all cases certified by the Lender as true and accurate. The loan files are to be delivered to the SBA's address set forth in Paragraph 15 of this Agreement.

7. Following the sale of the Loans, the SBA will remit to the Lender the proceeds attributable to the sale of the Lender's legal and beneficial interests in the Loans, net of any costs and other expenses associated with the Sale, as set forth in this Agreement. All information regarding the proceeds is confidential and the Lender agrees that it will not release such information without the express written consent of SBA. If the Lender wishes to designate a particular individual to whom the SBA's remittances are to be forwarded, the Lender should indicate the individual's name and address below:

Institution Contact _____

Institution Name _____

Street Address _____

City, State, Zip _____

Contact Phone # _____

Contact Fax # _____

E-mail Address _____

8. The Lender will share ratably (on the basis of unpaid principal balance) in all costs and expenses of a Sale in which some or all of the Loans are sold, including the funding of a reserve for the breach of any representations and warranties made in conjunction with such Sale. Following the resolution of all alleged breaches with respect to a Sale, if any surplus remains in the reserve established

for such Sale, then that portion attributable to lenders will be refunded to lenders (including the Lender) pro rata on the basis of the unpaid principal balance of the Loans sold. The Lender's share of any costs and expenses will be determined in accordance with the Lender's interests in any Loans that are sold; provided, however, the Lender's share of the costs and expenses of the Sale, including its share of the funding of the reserve fund, will not exceed the proceeds attributable to the Lender's beneficial interests in the Loans.

9. The SBA reserves the right in its sole and absolute discretion to remove any Loan from any Sale, to delay or cancel any Sale and to assign any of the Loans to any Sale, as the SBA determines to be in the best interests of the loan sale program.

10. For a Loan sold in a Sale, the Lender will be entitled to retain, through the applicable cut-off date, the appropriate portion of any payments or other remittances remitted by an obligor with respect to the Loan. With respect to any Loan sold in a Sale to a third party, however, the Lender will have no further claims or recourse against the SBA or any obligor with regard to such Loan. The Lender specifically acknowledges and agrees that all payments received from an obligor after the applicable cut-off date are to be paid over to the third-party purchaser of the Loan without any offsets, reductions or adjustments of any kind.

11. The Lender acknowledges and agrees that it will be responsible for servicing each Loan until the earlier of (a) the servicing transfer date established for the Sale in which the Loan is sold or (b) a date established by the SBA. The Lender will provide all reasonable cooperation necessary to effect the transfer of servicing of each Loan to the servicer a third-party purchaser might select.

12. As an inducement to the SBA to include the Loans in a Sale, the Lender represents and warrants to and covenants with the SBA that:

(a) The Lender has legal title to each of the Loans and a beneficial interest in each of the Loans;

(b) The Lender has the right to sell such interests;

(c) The Lender has not pledged, hypothecated, assigned, released or subordinated its interests in any of the Loans;

(d) The Lender has no knowledge of any claims, counterclaims, offsets or defenses alleged by any obligor on any of the Loans;

(e) The Lender agrees to promptly notify the SBA of any claim or defense that is raised by any obligor on any of the Loans;

(f) Without the express prior written consent of the SBA, the Lender will not, from the date this Agreement is signed by the Lender, institute any legal or collection action or continue to prosecute any pending liquidation or legal action pertaining to any of the Loans;

(g) The Lender has all requisite power and authority to execute this Agreement and to perform all of its obligations pursuant to this Agreement and the Lender has taken all necessary actions, corporate or otherwise, to authorize the execution, delivery and performance of this Agreement and this Agreement is a valid and binding agreement enforceable against the Lender in accordance with its terms;

(h) The Lender is duly and legally authorized to enter into this Agreement and all laws, rules, regulations, charter provisions and by-laws to which the Lender may be subject have been duly complied with; and

(i) The execution, delivery and performance of this Agreement by the Lender does not and will not require any consent or approval of any person or entity that has not already been obtained.

13. This Agreement will be governed by, construed and enforced in accordance with applicable Federal law. If there is no applicable rule or precedent under Federal law, the internal law of the State of New York will be deemed to control, without giving effect to any choice of law principles.

14. This Agreement will be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

15. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability is not to affect the legality, validity or enforceability of the remaining parts of this Agreement, and all such remaining parts of this Agreement will be legal, valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

16. All communications, notices and approvals provided for hereunder must be in writing and mailed first class postage prepaid or otherwise delivered to the SBA or the Lender, as the case may be, at the following addresses or at such other address as either party may hereafter designate by written notice to the other party:

IF TO THE SBA: 409 Third Street, S.W.
Eighth Floor
Washington, D.C. 20416
Attention: Margaret Hawley

IF TO THE LENDER:

Institution Contact

Institution Name

Street Address _____
(Not a P.O. Box)

City, State, Zip _____

Contact Phone # _____

Contact Fax # _____

E-mail Address

ADDRESS FOR SALE #5 FILE SHIPMENT:

SBA/ Deva & Associates
Attn: Files Manager
1050 Connecticut Avenue, NW, 8th Floor
Washington, DC 20036
Phone: (202) 296-8989

LENDER CONTACT INFORMATION FOR FILE SHIPMENT AND RELATED ISSUES **(If different from the lender contact information provided above):**

_____ See lender contact information provided above; or

Institution Contact _____

Institution Name _____

Street Address _____
(Not a P.O. Box)

City, State, Zip _____

Contact Phone # _____

Contact Fax # _____

E-mail Address _____

THE SCHEDULE OF ASSETS MUST BE ATTACHED TO THIS CONSENT AGREEMENT.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement in the names and under the seals of the undersigned and with the intent that this be a sealed instrument, as of the date first written above.

U.S. SMALL BUSINESS ADMINISTRATION

WITNESS

By: _____
Arnold S. Rosenthal
Authorized Agent

LENDER:

ATTEST/WITNESS

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENTS

DISTRICT OF COLUMBIA, ss:

Before me, the undersigned Notary Public, personally appeared Arnold S. Rosenthal, the Authorized Agent for the United States Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this ____ day of _____, ____.

[SEAL]

Notary Public

My commission expires _____

State of _____

County of _____

Before me, the undersigned Notary Public, personally appeared _____, the _____ for the _____ and the person who executed the foregoing instrument by virtue of the authority vested in him/her, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this ____ day of _____, ____.

[SEAL]

Notary Public

My commission expires _____